

CV 06 2158

UNITED STATE DISTRICT COURT  
For the Eastern District of NY

Sun-Ming Sheu  
Ming-Chien Hsu

Plaintiffs

Vs

State of New York

Case number  
Jury trial Demanded

Justice of NY State Unified Court, Chief Administration judge  
Hon Jonathan Lippman in his official capacity

Justice of the Supreme Court of The State of NY,  
Queens County,  
Joseph G Golia  
individually and in his official capacity  
Defendants

ROSS, J.

ROOM, M.J.

SI

Jurisdiction Venue

1. Plaintiffs brings this action pursuant to U.S. Code title 42§21,1981 and US Code 28 §455 and US code 28 § 144 and US Code 28,Rule 38

**Statement of equal rights**

All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.

2. US Code 28 § 455. Disqualification of justice, judge or magistrate judge

- (a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned
- (b) He shall also disqualify himself in the following circumstances:
  - (1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding.

3. US code 28 § 144. Bias or prejudice of judge

Whenever a party to any proceeding in a district court makes and files a timely and sufficient affidavit that the judge before whom the matter is pending has a personal bias or prejudice either against him or in favor of any adverse party, such judge shall proceed no further therein, but another judge shall be assigned to hear such proceeding.

4. **US Code 28, Rule 38 Jury Trial of right.**

(a) Right Preserved. The right of trial by jury as declared by the Seventh Amendment to the Constitution or as given by a statute of the United States shall be preserved to the parties inviolate.

(b) Demand. Any party may demand a trial by jury of any issue triable of right by a jury.

for Defendants violations of certain protections guaranteed by the federal Constitution.

5 Defendants New York State government and NY "State officer"  
NY state Chief administration judge Hon Jonsaon Lipton and a elected  
judge Joseph G Golia ,NYS Supreme court ,Queens county.

The U.S. Supreme Court, in Scheuer v. Rhodes, 416 U.S. 232, 94 S.Ct. 1683, 1687 (1974) stated that "when a state officer acts under a state law in a manner violative of the Federal Constitution, he "comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States." [Emphasis supplied in original]. By law, a judge is a state officer. The judge then acts not as a judge, but as a private individual (in his person).

It's common sense ,All people are born free and equal and  
have certain natural, essential and unalienable rights; among which may be  
reckoned the right of enjoying and defending their lives and liberties; that of  
acquiring, possessing and protecting property; in fine, that of seeking and  
obtaining their safety and happiness. Equality under the law shall not be  
denied or abridged because of sex, race, color, creed or national origin.

**No any court or judge has authority to strip off anybody's right  
of trial by jury as declared by the Seventh Amendment of  
the Constitution**

## **Statement of the facts**

### **Personal Bias and Discrimination of crime victim**

#### **Bias and discrimination before 3/26//2005**

6        Plaintiffs Sun-Ming Sheu and Ming-Chien Hsu are brothers, victims of a mortgage fraud scheme, Pro Se. duly sworn and states: We hired a mortgage broker to re-finance in 1999, but the mortgage broker and the bank's closing lawyer committed a mortgage fraud scheme to steal money from the bank and steal Plaintiff's house title in 45-14 158 St, Flushing, NY 11358 at a phony closing in 5/23/2000. At the phony closing the bank's closing lawyer paid criminal money to some 3<sup>rd</sup> parties that unrelated to Plaintiffs and kept some money for himself, then fraudulent conveyance of our property title to a 'fake identity'.

“The neutrality requirement helps to guarantee that life, liberty or property will not be taken on the basis of a erroneous or distorted conception of the fact of the law”

466 US 238, 242 S.Ct. 1610, 64 L.Ed.2d 182 (1980)

7        Plaintiffs filed report to NYPD and NY District attorney in 6/19/2000. After got NYPD incident report, Plaintiffs notified the bank to stop record the deed to NY City register to the fake identity right away (the bank still fraudulent conveyance to the fake identity in 1/21/2001). Plaintiff help requested the 3<sup>rd</sup> party "Midwest Fianncail" (a collection agent) that received some criminal money as our "mortgage" (the amount "looks like" our mortgage amount, but not right amount that we owe to Chase Bank of Texas) to return criminal money to the bank right away. Plaintiffs also requested the bank to file criminal complaint to get stolen money back many times and most important, Plaintiff strongly refused to accept any criminal money as our mortgage payment.

8        The bank applied a non-payment "summary judgment" to NYS Supreme court in 1/9/2001 based on false statement on affidavits and fake mortgage documents, the case was assigned to Defendant Justice Golia.

**“ Why don’t you hired a “American lawyer” ?**

9           Plaintiff submitted NYPD incident reports and beyond reasonable doubt evidence to Defendant Justice Golia to prove it was a mortgage fraud scheam, but he intentiaonally overlook overwhelming evidence and insist “no evidence to support fraud”, then proceeding to foreclosure our house in 7/24/2004 without any trial. So, Plaintiffs applied emergency TRO to stop Justice Golia ‘s wrongdoing. There are two other judges signed TRO for Plaintiffs, Justice Jaime Rios signed TRO for Plaintiffs and asked “Why do’nt you hired a “American lawyer “ to dealing with Justice Golia ? ?

10           **Plaintiffs demand for a jury trial many times and request recuse in 12/30/2004 frist time, Defendant Justice Goila denied in 3/23/2005 and order to foreclosure again in 3/23/2005 without trial again .So, Plaintiffs fieled complaint about his bias and prejudice to Chief Administration judge Justice Lippman and Inspect General of Bias, NY Unified court and Queens Supreme Court administration judge in 3/26/2005.**

**Defendant Justice Golia falsify entries in the court record to cover up wrongdoing**

11 After Plaintiffs filed complaint to Chief Administration judge, Defendant Justice Golia "back date" "delete" the 3/23/2005 foreclosure order in 4/1/2005 from Queens County clerk office computer record and enter a new "back dated" order . At this new order ,he order to have a hearing and and stayed foreclosure. The only purpose of falsifying entries in the court records is to cover up his wrongdoing.. **At any rate,To file a complaint to Chief Administration judge to get a "hearing "is not a "normal" procedure and it's not "equal".**

12 In the mean while Chief Administration judge sent a court security to do investigation ,**The Police told us outside Deflendant Justice Golia's court room,"Don't file complaint again,give you a hearing" .Apparently,it's very serious bias and discrimination,why Plaintiff need to waiting for over 3 years and file complaint to Chief administration judge and Inspect General of Bias to get a "hearing" ? Why Plaintiff could not get a jury trial that guaranteed by federal constitution ?**

13. The test for determining whether recusal is an appropriate remedy is an objective one. Under this standard, a judge should recuse him or herself when it would appear to a reasonable person, knowing all the relevant facts, that a judge's impartiality might reasonably be questioned. *See* Liteky v. U.S., *supra*; Liljeberg v. Health Servs. Acquisition Corp., 486 U.S. 847 (1988); *US v. Winston*, 613 F.2d 221 (9th Cir. 1980); *Davis*, 517 F.2d at 1052

**Bias and discrimination after 3/26/2005**  
**"Impartiality reasonable be questioned"**

14. Defendant Justice Golia's personal bias and prejudice about Plaintiffs misleading himself to spent over three years to realize crime had happened in 5/23/2000. After Plaintiff filed complaint to Chief Administration judge, Justice Golia acturally acting more hostile and try to intimidate ,harass and punish Plaintiffs ,he is very unhappy that he was forced to have a hearing by Chief administration judge Hon Lipton.



**Defendant Justice Golia free any penny of judgment on the criminals that committed this crime.**

15        After the hearing, Defendant Justice Golia free any penny  
of judgment on the criminals that committed this crime. A judge  
should be faithful to the law and maintain professional competence in it and  
must avoid all impropriety and appearance of impropriety. Defendant  
Justice Golia order to double victimize Plaintiffs by adding on a  
“equitable mortgage” that credit charged by the criminals .So,  
except original mortgage with the lender Chase Bank of Texas, Plaintiffs  
also got one more debet and property need to face foreclosure right away.

**Persoanl Bias and Prejudice about the facts**

16        The only official record in NYC Register showing Pliantiff's  
lender is Chase Bank of Texas ,not Midwest Financial or SMI Mortgage and  
the mortgage still open ‘never been paid off’ until today 5/6/2006. Midwest  
Financial(a collection agent) got criminal money and run away never  
recorded “Satisfication of mortgage” in NY City register and Chase Bank of  
Texas never recorded “Satisfication of mortgage”,too.

17. Justice Golia insist Plaintiff's former lender SMI Mortgage has been "paid off" in his 3/15/2006 decision and 4/24/2006 order ,but the crime happened in 5/23/2000 and before the crime happened the mortgage had assigned to Chase bank of Texas since 3/1/1999 and at the phony closing the criminals paid some stolen money to Midwest Fiancial,not to Plaintiff's lender Chase Bank of Texas or former lender SMI Mortgage ,also both Chase Bank of Texas and SMI Mortgage never recorded any "Satisfication of mortgage" in NY City Register at all.

18. It sets forth the origins of the court's bias: a extrajudicial episode and prior association . US V Zagarie,419F,Supp.494(No. Dis.Cal.1976) and documents with particularity the manifestation of bias as reflected in the current proceeding.

19. A such, and for purpose of Section 144 of Title 28,the allegations of a certified affidavit must be accepted by the court as true, and the court must act in accordance with the mandate of 144 and recuse itself. US. V. Skyes,7 F,3d 13331(7<sup>th</sup> Cir,1993)

**Bias and prejudice of applicable laws**  
**Absuse authority to legalize criminal money**

20. Pursuant to NY Penal code 218.50 Unlawful disposition of asset subject to forfeiture only ,all stolen money from the bank,subject to forfeiture from all the parties that received criminal money only,not to legalize criminal money to become the crime victim's debt and force the crime victim to accept "paid off" by criminal money and foreclosure the returning stolen property at the same time.

21 Pursuant to NYS Crime victim's Bill of right"restores the victims to the financial position he/she was at before the crime was committed. Plaintiff's property was not under foreclosure sales before crime committed at all. Plaintiffs have done our best after crime happened to notified the bank to get the stolen money back from all 3rd parties and should not liable for any loss of the bank,meanwhile,Plaintiffs also loss house titile to a fake identity,because the bank fraudulent conveyance to record property to the fake identity in 1/21/2001).Furthermore,the bank's lawyer conspired and involved in this mortgage fraud scheme,too.

22. A judge should be faithful to the law and maintain professional competence in it and must avoid all impropriety and appearance of *Impropriety. Pursuant to US Code 28§ 455 (a) Justice Golia's impartiality is not only "reasonable be questioned", but beyond reasonable doubt,his ability to carry out judicial responsibilities with integrity, impartiality and Competence is too bad,but he refuses to recuse again and refuse to jury trial again and again..*

### **Defendant Justice Golia's persoanl Bias and Prejudice**

23. **Defendant Justice Golia denied "recuse" before Plaintiffs submit motion to request recuse in his 3/20/2006 decision and order.**

So,Plaintiffs submit motion in 4/3/2006 and 4/13/2006 to request recuse ,but Defendant Justice intentionally order to proceeding to foreclosure our house in 4/24/2006 without trial again and return the other motion for recuse again in 4/25/2006, because of "Caption not right".

**The recuse motion has been filed " at the earliest possible moment after obtaining the facts demonstrating a bias for recusal"**  
**See US v. Occhipinti,851 F. Supp.523,567(So.Dist,NY 1993)**

**As such, and for purpose of Section 144 of Title 28, the allegations of a certified affidavit must be accepted by the court as true, and the court must act in accordance with the mandate of Section 144 to recuse itself. U.S.v Skyes, 7F, 3d 1331 (7<sup>th</sup> Cir, 1993)**

US Code 28§ 455 (a) Any Justice, judge, or magistrate judge of the United State shall disqualify himself in any proceeding in which his impartiality might reasonable be questioned.

(c) He shall also disqualify himself in the following circumstance:

(1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding. US Code 28§455 (a) Any Justice, judge, or magistrate judge of the United State shall disqualify himself in any proceeding in which his impartiality might reasonable be questioned.

### **Defendant Justice Golia's Personal Bias of law of facts**

24. US code TITLE 28 App. > FEDERAL > VI. > Rule 38 The right of trial by jury

**(a)** Right Preserved. The right of trial by jury as declared by the Seventh

Amendment to the Constitution or as given by a statute of the United States shall

be preserved to the parties inviolate.

**(b)** Demand. Any party may demand a trial by jury of any issue triable of right by a jury by

25. . US code TITLE 28 > PART I > CHAPTER 5 > § 144

§ 144. Bias or prejudice of judge

Whenever a party to any proceeding in a district court makes and files a timely and sufficient affidavit that the judge before whom the matter is pending has a personal bias or prejudice either against him or in favor of any adverse party, such judge shall proceed no further therein, but another judge shall be assigned to hear such proceeding.

The affidavit shall state the facts and the reasons for the belief that bias or prejudice exists, and shall be filed not less than ten days before the beginning of the term at which the proceeding is to be heard, or good cause shall be shown for

26. US code TITLE 28 > PART I > CHAPTER 21 > § 455

Disqualification of justice, judge, or magistrate judge

(a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.

(b) He shall also disqualify himself in the following circumstances:

(1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

27. **NYS CRIME VICTIM'S BILL OF RIGHTS**

**Property Return**

- Pursuant to Executive Law 642(3), a victim's property held for evidentiary purposes must be promptly returned, unless there is a compelling reason relating to trial for retaining it.

**Restitution and Reparation**

- In addition to compensation from the Crime Victims Board, victims should be informed of their right to seek restitution and reparation as provided under §60.27 of the Penal Law. **Restitution restores the victim to the financial position he/she was at before the crime was committed; reparation is payment to the victim for damages caused by the crime.**

**Creditor Intercession /Employer Services**

Under Executive Law 642(4), crime victims, who suffer from financial instability as a result of the crime, may request law enforcement agencies to explain to creditors about the nature of the crime as well as the extent of loss or injury suffered that has prevented them from me

28. NY State Constitution ,Bill of Right

Section 2. **Trial by jury in all cases in which it has heretofore been guaranteed by constitution shall remain inviolate forever.**

Section 11, No person shall be denied the equal protection of the laws of this state or any subdivision thereof. No person shall, because of race, color, or religion, be subject to discrimination in his civil rights by any other person or by any firm, corporation or institution or by the state or any agency or subdivision of the state.

29. NY State ,Real Property law,Chap 52/9

"Recording instruments affecting property".NY City register is the one governemt official record of deed.

30. NY Penal code 218.50 Unlawful disposition of asset subject to forfeiture and Executive Law 642(3), a victim's property held for evidentiary purposes must be promptly returned.

**Wherefore plaintiffs pray this Court issue equitable relief as following:**

**1. Issue declaratory relief as this Court deems appropriate just.**

**2. Issue injunctive relief commanding defendant Justice Golia**

**Pursuant to US Code28 §455 to recuse himself.**

**3. Issue injunctive relief commanding defendant NY Unified court**

**Chief Administration judge Pursuant to US Code 28§144 to assign**

**the other judge and US code 28§38 to restore Plaintiffs's federal**

**constitution right of jury trial.**

**4. Issue injunctive relief commanding defendant State of NY to**

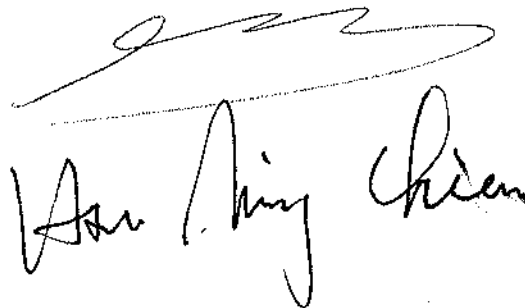
**Pursuant to US constitution to protect and restore Plaintiffs's**

**constitution right of jury trial.**

45-14 158 Street  
Flushing,NY 11358  
(718)762-3619

5/6 2006.

Sun-Ming Sheu  
Ming-Chien Hsu





*Evidence about fraud from Ounees Criminal Court*

CRIMINAL COURT OF THE CITY OF NY  
PART APAR COUNTY OF QUEENS

Q05605413, Q05605405

THE PEOPLE OF THE STATE OF NEW YORK

V.

JIN RONG WANG (AKA AMY CHENG)  
JING GAO

DEFENDANTS

STATE OF NEW YORK  
COUNTY OF QUEENS

DETECTIVE KEITH NG OF QRS, SHIELD 4280, TAX REG# 890637, BEING DULY SWORN, DEPOSES AND SAYS THAT ON OR ABOUT FEBRUARY 28 2000 AT ABOUT 12:00 PM AT 45-14 158TH STREET, BETWEEN FEBRUARY 11, 2000 AND JANUARY 10, 2001, COUNTY OF QUEENS, STATE OF NEW YORK,

THE DEFENDANTS COMMITTED THE OFFENSES OF:

PL 155.40-1 GRAND LARCENY IN THE SECOND DEGREE

PL 170.25 CRIMINAL POSSESSION OF A FORGED INSTRUMENT SECOND DEGREE

PL 190.65-1B SCHEME TO DEFRAUD IN THE FIRST DEGREE

PL 175.30 OFFERING A FALSE INSTRUMENT FOR FILING IN THE SECOND DEGREE

PL 175.05-1 FALSIFYING BUSINESS RECORDS IN THE SECOND DEGREE

IN THAT THE DEFENDANTS, ACTING IN CONCERT, DID: KNOWINGLY AND UNLAWFULLY STEAL PROPERTY WITH A VALUE EXCEEDING FIFTY THOUSAND DOLLARS; WITH INTENT TO DEFRAUD, DECEIVE OR INJURE ANOTHER AND WITH KNOWLEDGE THAT THE INSTRUMENT WAS FORGED, UTTER OR POSSESS A FORGED INSTRUMENT OF A KIND SPECIFIED IN SECTION 170.10 OF THE PENAL LAW; ENGAGE IN A SCHEME CONSTITUTING A SYSTEMATIC ONGOING COURSE OF CONDUCT WITH INTENT TO DEFRAUD MORE THAN ONE PERSON OR TO OBTAIN PROPERTY FROM MORE THAN ONE PERSON BY FALSE OR FRAUDULENT PRETENSES, REPRESENTATIONS OR PROMISES, AND SO DID OBTAIN PROPERTY WITH A VALUE IN EXCESS OF ONE THOUSAND DOLLARS FROM ONE OR MORE SUCH PERSONS; KNOWING THAT A WRITTEN INSTRUMENT CONTAINED A FALSE STATEMENT OR FALSE INFORMATION, OFFER OR PRESENT IT TO A PUBLIC OFFICE OR PUBLIC SERVANT WITH THE KNOWLEDGE OR BELIEF THAT IT WOULD BE FILED WITH, REGISTERED OR RECORDED IN OR OTHERWISE BECOME A PART OF THE RECORDS OF SUCH PUBLIC OFFICE OR PUBLIC SERVANT; WITH INTENT TO DEFRAUD, MAKE OR CAUSE A FALSE ENTRY IN THE BUSINESS RECORDS OF AN ENTERPRISE;

THE SOURCE OF DEPONENT'S INFORMATION AND THE GROUNDS FOR DEPONENT'S BELIEF ARE AS FOLLOWS:

DEPONENT STATES THAT HE HAS OBTAINED AND REVIEWED A COPY OF A DOCUMENT ENTITLED "DURABLE GENERAL POWER OF ATTORNEY", DATED FEBRUARY 11, 2000, WHICH STATES THAT THE COMPLAINANT MING CHIEN HSU GRANTS THE DEFENDANT JING GAO FULL POWER OF ATTORNEY OVER HIS MATTERS. DEPONENT FURTHER STATES THAT A SIGNATURE PURPORTING TO BE THAT OF COMPLAINANT MING-CHIEN SHU APPEARS ON THE SIGNATURE LINE GRANTING SAID POWER OF

Defendant : WANG, JIN RONG

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ATTORNEY TO DEFENDANT JING GAO.

DEPONENT FURTHER STATES THAT HE HAS OBTAINED AND REVIEWED A COPY OF A RESIDENTIAL CONTRACT OF SALE DATED FEBRUARY 28, 2000, WHICH INDICATES THE SALE OF PROPERTY LOCATED AT 45-14 158TH STREET, COUNTY OF QUEENS AND THAT SAID CONTRACT OF SALE INDICATES THE SALE OF THE ABOVE-DESCRIBED PROPERTY FROM SELLER MING CHIEN HSU, TO THE BUYER, DEFENDANT JIN RONG WANG, ALSO KNOWN AS AMY CHENG. DEPONENT STATES THAT SAID CONTRACT CONTAINS SIGNATURES OF THE PURPORTED BUYER, AMY CHENG AND THE SELLER'S "ATTORNEY IN FACT", JING GAO.

DEPONENT FURTHER STATES THAT SAID CONTRACT INDICATES THAT THE RECEIPT OF A DOWNPAYMENT, WHICH IS IN THE AMOUNT OF \$30,000 WAS ACKNOWLEDGED AT THE TIME THE CONTRACT WAS SIGNED BY BOTH PARTIES.

DEPONENT IS INFORMED BY THE COMPLAINANT, MING CHIEN HSU THAT HE NEVER SIGNED A POWER OF ATTORNEY FORM WHICH WOULD GIVE THE DEFENDANT JING GAO POWER OF ATTORNEY OVER HIS MATTERS.

DEPONENT IS FURTHER INFORMED BY THE COMPLAINANT, MING CHIEN HSU, THAT THE SIGNATURE WHICH APPEARS ON THE DURABLE GENERAL POWER OF ATTORNEY FORM, WHICH IS PURPORTED TO BE HIS, IS NOT HIS SIGNATURE. DEPONENT IS FURTHER INFORMED BY THE COMPLAINANT, MING CHIEN HSU, THAT HE DID NOT AUTHORIZE ANYONE TO SIGN HIS NAME ON THE ABOVE MENTIONED DOCUMENT.

DEPONENT IS INFORMED BY JEFFREY RUAN, ESQ. THAT IN MAY, 2000, HE WAS RETAINED BY DEFENDANT GAO FOR THE PURPOSE OF REPRESENTING THE SELLER OF THE ABOVE-MENTIONED PROPERTY AND THAT DEFENDANT GAO SHOWED HIM THE ABOVE-MENTIONED POWER OF ATTORNEY. DEPONENT IS FURTHER INFORMED BY MR. RUAN THAT AT SAID TIME HE DID NOT KNOW OR DISCUSS SAID MATTERS WITH MING CHIEN HSU. DEPONENT IS FURTHER INFORMED BY MR. RUAN THAT ON OR ABOUT MAY 23, 2000, HE WAS PRESENT AT A REAL ESTATE CLOSING FOR THE ABOVE MENTIONED PROPERTY AS RETAINED COUNSEL FOR THE SELLER BY DEFENDANT GAO AS ATTORNEY IN FACT FOR COMPLAINANT MING CHIEN HSU. DEPONENT IS FURTHER INFORMED BY MR. RUAN THAT AT SAID CLOSING, HE OBSERVED DEFENDANT GAO SIGN THE FOLLOWING ON A BARGAIN AND SALE DEED CONVEYING SAID PROPERTY TO AMY CHENG, TO WIT: "MING CHEN HSU BY JING GAO, ATTORNEY IN FACT". DEPONENT FURTHER STATES THAT DEFENDANT CHENG WAS PRESENT AT SAID CLOSING AT WHICH SAID PROPERTY WAS CONVEYED TO HER.

DEPONENT STATES THAT HE HAS REVIEWED RECORDS OF THE CITY REGISTER, WHICH INDICATE THAT THE ABOVE DESCRIBED BARGAIN AND SALE DEED CONVEYING THE PROPERTY LOCATED AT 45-14 158TH STREET, FROM SELLER MING CHIEN HSU TO PURCHASER AMY CHENG, WAS FILED AND RECORDED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK, COUNTY OF QUEENS, ON OR ABOUT JANUARY 10, 2001.

DEPONENT IS INFORMED BY THE COMPLAINANT THAT HE IS THE OWNER OF THE ABOVE MENTIONED PROPERTY AND HE DID NOT GIVE THE DEFENDANT, JING GAO, PERMISSION OR AUTHORITY TO SELL OR ENCUMBER THE ABOVE MENTIONED PROPERTY.

DEPONENT IS FURTHER INFORMED BY THE COMPLAINANT THAT HE HAD NO KNOWLEDGE OF THE ABOVE MENTIONED CONTRACT OF SALE FOR THE ABOVE MENTIONED PROPERTY, NOR DID HE AUTHORIZE THE SALE OF THE ABOVE MENTIONED PROPERTY. DEPONENT

Defendant : WANG, JIN RONG

Page 3

IS FURTHER INFORMED THAT HE NEVER RETAINED OR AUTHORIZED ANYONE TO RETAIN JEFFREY RUAN, ESQ.

DEPONENT IS INFORMED BY THE COMPLAINANT THAT HE NEVER RECEIVED \$30,000 CONTRACT DEPOSIT OR ANY OTHER MONIES WHICH WERE SUPPOSED TO BE PAID AS DOWNPAYMENT FOR THE SALE OF THE ABOVE MENTIONED PROPERTY.

DEPONENT IS INFORMED BY THE COMPLAINANT THAT HE WAS IN TAIWAN ON THE DATE WHICH THE RESIDENTIAL CONTRACT OF SALE WAS SIGNED.

DEPONENT STATES THE BOTH DEFENDANTS ADMITTED TO HIM THAT THEY RESIDE AT THE SAME LOCATION AND THAT ON OR ABOUT FEBRUARY 2, 2005, HE OBSERVED BOTH DEFENDANTS AT THE SAME PLACE OF BUSINESS.

FALSE STATEMENTS MADE IN THIS DOCUMENT ARE  
PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT  
TO SECTION 210.45 OF THE PENAL LAW

12/02/05  425.  
DATE SIGNATURE:

SWORN TO BEFORE ME ON THE  
DAY OF

DATE SIGNATURE

**Affidavit for Judge's recusal**

**SUPREME COURT OF THE STATE OF NY**

**COUNTY OF QUEENS**

**CENTEX HOME EQUITY**

Plaintiff

Index No. 31307/2001

Against

Hon Joseph G Golia

1. Amy Cheng(Wang,Jin-Rong)
2. People of The State of NY
3. MING-CHIEN HSU
4. SUN-MING SHEU
5. JING GAO
6. YEK-YUN CHIU Defendants

Affidavit in  
Support

Sun-Ming Sheu holding Ming-Chien Hsu's Power Attorney and Sun-Ming Sheu Sworn to say:

**US Code 28 § 455. Disqualification of justice,  
judge, or magistrate judge**

**(a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.**

**(b) He shall also disqualify himself in the following circumstances:**

**(1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;**

**"The neutrality requirement helps to guarantee that life, liberty, or property will not be taken on the basis of an erroneous or distorted conception of the facts or the law."**

**Marshall vJerrico Inc., 446 US 238, 242, 100 S.Ct. 1610, 64 L. Ed. 2d 182 (1980).**

The above is applicable to this court by application of Article VI of the United States Constitution and Stone v Powell, 428 US 465, 483 n. 35, 96 S. Ct. 3037, 49 L. Ed. 2d 1067 (1976)

Disputed evidentiary facts\

1     The court's 3/15/2006 decision is nonsense, SMI Mortgage is not Ming-Chien Hsu's lender, Chase Bank of Texas is Ming-Chien Hsu's lender until today. IF the court does'nt believe NY City Register's official record of mortgage, the court should order to void NY City Register's official record, or order SMI Mortgage to record "Satisfaction of Mortgage" to prove that Ming-Chien Hsu has been "paid off". According to NY City Register's record Ming-Chien Hsu's mortgage with Chase Bank of Texas still "open" until today

New York State, REAL

PROPERTY Laws 1909, Chap. 52/9

"RECORDING INSTRUMENTS AFFECTING REAL PROPERTY"

Sec. 321.         Recording discharge of mortgage.

1.         The recording officer shall mark on the record of a mortgage the word "discharged" when there is presented to him a certificate or certificates signed as hereinafter provided and acknowledged or proved and certified in like manner as to entitle a conveyance to be recorded, specifying that the mortgage has been paid or otherwise satisfied and discharged.

Konno v. County of Hawai'i, 85 Hawai'i 61, 70, 937 P.2d 397, 406 (1997) (quoting Dunlea v. Dappen, 83 Hawai'i 28, 36, 924 P.2d 196, 204 (1996)) (brackets in original). "The evidence must be viewed in the light most favorable to the non-moving party." State ex rel. Bronster v. Yoshina, 84 Hawai'i 179, 186, 932 P.2d 316, 323 (1997) (citing Maguire v. Hilton Hotels Corp., 79 Hawai'i 110, 112, 899 P.2d 393, 395 (1995)). In other



words, "we must view all of the evidence and the inferences drawn therefrom in the light most favorable to [the party opposing the motion]." Maguire, 79 Hawai'i at 112, 899 P.2d at 395 (citation omitted).

2. A phony closing is a crime, whatever happened at the phony closing are illegal, all documents and transaction are void only. Any money that stolen from the bank involved in the phony closing is criminal money. Both Amy Cheng and Jing Gao had sentenced by Queens Criminal court. Penal Code 218.50 Unlawful disposition of asset subject to forfeiture.

3. 5/23/2000 phony closing was a crime, there are no any kind "agreement" between Centex Home Equity and Ming-Chien Hsu at all.

An equitable lien "is dependent upon some agreement express or implied that there shall be a lien on specific property" ( *James v Alderton Dock Yards* , 256 NY 298, 303, rearg. denied 256 NY 681; *Di Niscia v Olsey* , 162 App Div 154).

The creation of a lien requires agreement or statute (see, *Baker v Sterling* , 39 NY2d 397 [lien created by statute]; *Matter of Griffin* , 110 AD2d 1054 [lien created by contract]; *Aetna Casualty and Surety Co. v Jackowe* , 96 AD2d 37 [lien created by statute]; see also, *Hospital Service Corp. of Rhode Island v Pennsylvania Insurance Co.* , 101 R.I. 708.

### **The phony closing happened in 5/23/2000**

#### **Evidence of Conspiracy**

Buyer's lawyer Gavin Choi knew Wang, Jin Rong in 2/23/1999  
(Amy Cheng in 10/26/1998)

Seller's lawyer Jeffrey Ruan knew Wang, Jin-Rong in 1/29/1999

Bank's lawyer Yakov Bohensky knew Wang, Jin-Rong in 1/29/1999



Wang, Jin-Rong and Jing Gao in the other transaction since 1/29/1999.

This evidence prove Yakov Bohensky represented the bank Centex Home Euqity in the closing for the "buyer" Wang, Jin-Rong .(not fake name Amy Cheng)

**2 False Report to Dept. of housing and Urban Development.**

US Code title 18 Chapter 47 § 1012. Department of Housing and Urban Development transactions Whoever, with intent to defraud, makes any false entry in any book of the Department of Housing and Urban Development or makes any false report or statement to or for such Department; Shall be fined under this title or imprisoned not more than one year, or both.

US Dept of Housing and Urban Devlpment "Settlement Statement" form  
That prepared by Bohensky ,he filed three false records.

- 1.The 5/23/2000 phony closing location was in Jeffrey Ruan's office in 2303 Broadway,NY,NY 10013,not in Bohensky's home office in 2115 Ave O,Brooklyn,NY 11210.
- 2.There are no any contract deposit\$30,000.00 at all.
3. Item "805" Mortgage broker fee to Absolute Mortgage" never paid to Absolute Mortgage,but paid to Yueh Yen Lin Weng .or Citi Mortgage or somebodyelse.

**3 Grand Larceny & Scheme to defraud**

Bohensky knowing Amy Cheng a/k/a is a fake identity,still paid the bank's money to the following 3<sup>rd</sup> parties that was not related to Ming-Chien Hsu or Sun-Ming Sheu.

1. Hau Jie Qiao(Amy Cheng a/k/a Wang,Jing-Rong's husband)
2. Yueh-Yen Lin Weng \$10,000.00
3. Citi Mortgage \$10,125.00
4. Midwest Financial \$264,001.36
5. Jeffrey Ruan \$1,000.00
5. WRE Abstract as agent for Old Republic Title Insurance \$16,912.00

4. **False Bank entry,report,statement**

US Code Title 18 Chapter 47

Bohensky wrote a check #2850\$4,112.60 to Ming-Chien Hsu, but Ming-Chien Hsu never got it or cashed it, he kept the money for himself, then filed false report, bank statement to the bank.

5 **Misrepresentation ,false pretense to about the crime**

False representations of material past or present facts, known by Bohensky to be false, made with the intent to defraud the victim into passing title in property to the fake identity.

Bohensky promised to file criminal complaint against Amy Cheng, Jing Goa, Yek-Yun Chiu and filed report to Centex Home Equity about the crime to stop recording the deed to Amy Cheng, but he never did it at all.

6. **False entry in bank ,report ,statement**

US code Title 18 Chapter 47

Bohensky filed report to the bank about this phony closing was legally conducted, misleading Centex Home Equity to "default" Amy Cheng on first payment..

7 **Fraudulent Conveyance of Property**

After got NYPD Incident Report ,after promised to file criminal complaint to NYPD and Centex Home Equity HQ still recorded Ming-Chien Hsu's deed to the fake identity Amy Cheng. In 1/10/2001.

**Personal bias about NY State law and crime victim**

**Pursuant to NY Executive Law 642(3),we request to get the stolen property back.**

**According to NY State“Crime Victim’s Bill of Right” and NY Penal Code 60.27,we request to “Restitution restores the victim to the financial position he was at before the crime was committed”.**

**NY Penal code S 60.27 Restitution and reparation.**

1. In addition to any of the dispositions authorized by this article, the court shall consider restitution or reparation to the victim of the Crime and may require restitution or reparation as part of the sentence imposed upon a person convicted of an offense, and after providing the district attorney with an opportunity to be heard in accordance with the provisions of this subdivision, require the defendant to make restitution of the fruits of his or her offense or reparation for the actual out-of-pocket loss caused thereby and, in the case of a violation of section 190.78, 190.79, 190.80, 190.82 or 190.83 of this chapter, any costs or losses incurred due to any adverse action taken against the victim.

**Nobody is above the law,the court No Authority to Double victimize the crime victim and adding double debt to the victim**

**All Disputed evidentiary facts\has been submitted again and again.but the court refusal to acknowledge the overwhelming evidence and applicable law.**

It sets forth the origins of the Court's bias: an extrajudicial episode and prior association. U.S. v. Zagaire, 419 F. Supp. 494 (No. Dist. Cal. 1976), and documents with particularity the manifestation of bias as reflected in the current proceeding.

The recusal motion has been filed "at the earliest possible moment after obtaining the facts demonstrating a basis for recusal." See U.S. v. Occhipinti, 851 F. Supp. 523, 567 (So. Dist., NY 1993).

As such, and for purposes of Section 144 of Title 28, the allegations of a certified affidavit must be accepted by the Court as true, and the Court must act in accordance with the mandate of § 144 and recuse itself. U.S. v. Sykes, 7 F. 3d 1331 (7th Cir. 1993).

We request this court to recuse itself again.

Sworn to before me this  
13 day of April 2006

Notary Public

Ming-Chien Hsu

*Sun-ming Sheu  
uttering in fact,*

Sun-Ming Sheu

*USAC# 870-135-32*

*X M.M. Sun-Ming Sheu has  
personally appeared in front  
of me and affirmed his  
truth.*